

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

FILED

NOV - 5 2002

CLERK, U.S. DISTRICT COURT

By _____ Deputy _____

CIVIL ACTION NO. 3:02CV2016-L

SABRE INC.,

Plaintiff,

v.

AIR CANADA INC.,

Defendant.

**PLAINTIFF SABRE INC.'S MOTION
FOR PARTIAL SUMMARY JUDGMENT**

Plaintiff Sabre Inc. ("Sabre") hereby files this Motion for Partial Summary Judgment as to its breach of contract claim against Air Canada and in support thereof states as follows:

I. SUMMARY

In its Complaint, Sabre has alleged that Air Canada has materially breached an agreement between the parties. The elements of that claim as to liability are: (1) Sabre and Air Canada had a valid, enforceable contract; (2) Sabre performed, tendered performance, or was excused from performing its contractual obligations; and (3) Air Canada breached the contract.

II. GROUNDS FOR SUMMARY JUDGMENT

Sabre seeks partial summary judgment on the grounds set forth below. Sabre's argument and authorities in support of these grounds for summary judgment are set out in the Brief in Support of Sabre Inc.'s Motion for Partial Summary Judgment (the "Brief"), filed concurrently herewith. The evidence supporting this Motion is contained within the Appendix to the Brief (the "Appendix"), also filed concurrently herewith, and citations to the Appendix in support of each ground for summary judgment are set forth in the applicable sections of the Brief.

A. The Participating Carrier Agreement between Sabre and Air Canada is a valid, enforceable contract.

B. Sabre performed, tendered performance, or was excused from performing its obligations under the Participating Carrier Agreement.

C. Air Canada breached the Participating Carrier Agreement by refusing to allow Sabre to obtain information concerning, and allow the subscribers to Sabre's Global Distribution System to book reservations on, flights operated by Air Canada under its "Tango" nomenclature.

III. PRAYER

WHEREFORE, Plaintiff Sabre Inc. respectfully requests that the Court grant this Motion for Partial Summary Judgment and enter judgment in Sabre's favor as to Plaintiff's liability for breach of the Participating Carrier Agreement. Sabre also prays that it be awarded such other and further relief to which it is justly entitled.

DATE: November 5, 2002

Respectfully submitted,

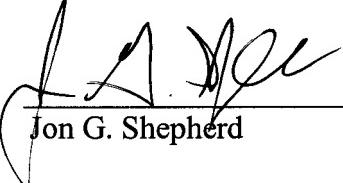
By: 

John R. Crews
State Bar No. 00785529
Jon G. Shepherd
State Bar No. 00788402
GIBSON, DUNN & CRUTCHER LLP
2100 McKinney Avenue, Suite 1100
Dallas, Texas 75201
Telephone: (214) 698-3100
Facsimile: (214) 698-3400

ATTORNEYS FOR PLAINTIFF SABRE INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via certified mail return receipt requested to Stephen D. Susman, counsel for Defendant, on the 5th day of November, 2002.



Jon G. Shepherd

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